

EXHIBIT DD

COUNTRYWIDE
INTEROFFICE MEMORANDUM

DATE: September 13, 2002
TO: Sharon Masters, Sr. Lender Analyst
FROM: Rupa Singh
SUBJECT: Release of Guarantee (Personal)
#5592 Mason Dixon Funding.

DETAILS OF GUARANTEE:

Mason Dixon Funding, INC, SELLER #5592, was approved in 1999. Their approval was contingent upon them signing a Personal Guarantee as they did not meet CHL's minimum networth requirements, their TNW was only \$250k. Four Guarantors' signed the Guarantee. The Guarantee limit was \$2 Million and TNW for Guarantor's as of 03/31/2000 is \$53,030. *We have removed their TPO Approval. They aren't using it.*

Seller sent in a written request on August 27, 2002 requesting a release from the Guarantee as their current audited TNW as of 12/31/01 is \$1,035.

All four Guarantors' have signed the Release of Guarantee.

Please let me know if you need additional information. Please sign below if you approve.

Rupa Singh 9/13/02
Name: Date:

Sharon Masters 9/16/02
Name: Date:

Kris Ette 9/17/02
Marsen

CK-7907

MASON DIXON FUNDING #55 (Confirm Reason for Delays/Comments)

RM: GARY RC LINBERGER
ROCKVILLE, MD

PAM: BRILLET WILLIAMS

Status: Active as of 06/24/1999

Govt. Grade: 0 Sel. Level: 20 Exp. Date: 06/24/2000 06/2002 Report
 MN Adj Grp: M5592 - Mason Dixon Funding - BE Adj Grp: B5592 - Mason Dixon Funding - Price Adj.
 SRP Adj Grp: TAMI Group
 SRP Group: STANDARD SRP Trade: No HELOC: Yes FHA: Full Approval VA: Full Approval

Financial Data (in 000s) *Audited, unless otherwise indicated*

Financial Type	As of Date	TNW	GTNW	Net Income (Loss)	Working Capital
Current	12/31/2001	\$1,035	\$1,035	\$439	\$775
Previous	12/31/2000	\$662	\$662	(\$224)	\$582

Date Last Funded: June, 2002 Retail%: 100% TPO%: 0%

Production Summary	CA	CF	JA	JF	EXP	GA	GF	Bond	2nds	Sub	Total
04/2002 - 06/2002 (\$000s)											
Fundings :	159	2,285	649	1,132	2,690	0	0	0	1,976	0	8,891
Avg Fico:	758	716	701	739	672	0	0	0	732	0	716
% below 620:	0%	7%	0%	0%	7%	0%	0%	0%	0%	0%	3%
NEC \$:	0.806	20.698	6.111	18.168	44.707	0.000	0.000	0.000	60.058	0.000	150.547
NEC %:	0.51%	0.91%	0.94%	1.60%	1.66%	0.00%	0.00%	0.00%	3.04%	0.00%	1.69%

Historical Production Information (\$000s)						2002 YTD Rank: #235 out of 1191 funding sellers					
2002 YTD	159	6,619	1,700	3,296	5,136	0	80	0	3,484	0	20,474
2001	1,467	15,517	710	6,631	10,577	0	3,839	0	3,248	553	42,542
2000	472	5,239	851	574	975	1,611	2,741	0	110	172	12,744

Commitment Pipeline as of 06/28/2002:	0	860	400	431	2,644	0	0	N/A	103	235	4,672
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Open Repurchases as of 07/11/2002				Pre-purchase Review Statistics			
	Count	UPB	Est. Loss	Month	Selected	Denied / Canceled	%
Determined Uninsurable	0	0	0	04/2002	16	0	0%
Delinquent Uninsured	0	0	0	05/2002	17	0	0%
Current Uninsured	0	0	0	06/2002	11	0	0%
VA No Bid	0	0	0	3-month total			
Investor Repurchase	0	0	0	44			
QC/Monetary Default - Seller	0	0	0	6-month total			
QC/Monetary Default-3rd Party	0	0	0	112			
Monetary Default	0	0	0	1			
QC - Seller	0	0	0	1%			
QC - 3rd Party	0	0	0				
Open Repur. Totals	0	\$0	\$0				
Indemnifications - Memo	0	\$0	\$0				
Write Offs - Memo	0	\$0	\$0				

Accounts Receivable as of 07/08/2002:	Funding: \$0	Non Funding: \$1,555	Total: \$1,555
Less than 30: \$765	30 to 60: \$790	61 to 90: \$0	Over 90: \$0

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CHL051305

RM: GARY ROSENBERGER
ROCKVILLE, MD

PAM: BRIDGET WILLIAMS

Status: Active as of 06/24/1999

Open Deficiency Issues as of 06/27/2002								Outstanding Docs as of 06/30/2002							
Age in Days	0 - 30	31 - 60	61 - 90	91 - 180	181 - 270	271 - 360	>360	Totals	Doc Type	Age in Months	0 - 4	5 - 8	9 - 12	> 12	Totals
Source															
Collateral	1	0	0	0	0	0	0	1	Title Policy	51	25	5	1	82	
Doc Control	0	0	0	0	0	0	0	0	Deed of Trust	97	22	6	5	130	
Master File	0	0	0	0	0	0	0	0	MIC/LGC Endorsed	0	0	0	0	0	
Shipping	0	0	0	0	0	0	0	0	MIC/LGC Unendorsed	0	0	0	0	0	
Other	0	0	0	0	0	0	0	0	Assignment To CHL	65	36	16	11	128	
									Assignment To Seller/Other	46	5	0	0	51	
Grand Totals	1	0	0	0	0	0	0	1	Grand Totals	259	88	27	17	391	

Uninsured Loans as of 06/30/2002											
Status	Age in Days	1 - 15	16 - 30	31 - 60	61 - 90	91 - 120	121 - 180	181 - 270	271 - 360	>360	Totals
MIP Not Paid		0	0	0	0	0	0	0	0	0	0
Package Not Submitted		0	0	0	0	0	0	0	0	0	0
Notice of Rejection (NOR)		0	0	0	0	0	0	0	0	0	0
Awaiting Endorsement		0	0	0	0	0	0	0	0	0	0
FHA Delinquent		0	0	0	0	0	0	0	0	0	0
VA Delinquent		0	0	0	0	0	0	0	0	0	0
Grand Totals		0	0	0	0	0	0	0	0	0	0

Prime Delinquency Reports - Information as of 06/30/2002 (UPB\$ in thousands)											
13-Month Production						Total Portfolio					
Product Type	Total Count	UPB \$ (in 000s)	Actual Dlg %	Age Adjusted CLD Dlg %	% of CLD Dlg % (Avg=100)	Product Type	Total Count	UPB \$ (in 000s)	Actual Dlg %	Age Adjusted CLD Dlg %	% of CLD Dlg % (Avg=100)
CA	5	1,068	0.00	0.72	0.0	CA	5	1,068	0.00	0.72	0.0
CF	92	15,705	0.00	1.35	0.0	CF	124	20,892	0.81	1.66	48.7
JA	5	2,402	0.00	1.42	0.0	JA	5	2,402	0.00	1.42	0.0
JF	84	19,231	0.00	2.52	0.0	JF	92	21,161	0.00	2.80	0.0
GA	0	0	0.00	0.00	NA	GA	9	1,110	33.33	23.69	140.7
GF	22	2,999	4.55	7.82	58.1	GF	53	6,892	26.42	17.28	152.8
CES	37	1,352	2.70	0.91	296.8	CES	54	1,915	1.85	8.03	159.5
Overall	245	42,757	0.82		50.0*	Overall	342	55,440	5.56		70.2*

* Weighted based on seller's product mix (ex HELOC, Bond & BC); CLD Exp Dlg % is the CLD average for given product types with same loan age as seller's.

* Weighted based on seller's product mix (ex HELOC, Bond & BC); CLD Exp Dlg % is the CLD average for given product types with same loan age as seller's.

Subprime Delinquency Reports - Information as of 06/30/2002 (UPB\$ in thousands)											
13-Month Production						Total Portfolio					
Risk Grade	Total Count	UPB \$ (in 000s)	Actual Dlg %	Age Adjusted CLD Dlg %	% of CLD Dlg % (Avg=100)	Risk Grade	Total Count	UPB \$ (in 000s)	Actual Dlg %	Age Adjusted CLD Dlg %	% of CLD Dlg % (Avg=100)
A	1	279	0.0	5.1	0.0	A	1	279	0.0	5.1	0.0
A-	0	0	0.0	0.0	NA	A-	0	0	0.0	0.0	NA
B	0	0	0.0	0.0	NA	B	0	0	0.0	0.0	NA
C	0	0	0.0	0.0	NA	C	0	0	0.0	0.0	NA
D	0	0	0.0	0.0	NA	D	0	0	0.0	0.0	NA
Overall	1	279	0.0		0.0*	Overall	1	279	0.0		0.0*

* Weighted based on seller's product mix by Risk Grade

* Weighted based on seller's product mix by Risk Grade

Other Delinquency Reports - Information as of 06/28/2002 (UPB\$ in thousands)											
13-Month Production						Total Portfolio					
Product Type	Total Count	UPB \$ (in 000s)	Actual Dlg %	Age Adjusted CLD Dlg %	% of CLD Dlg % (Avg=100)	Product Type	Total Count	UPB \$ (in 000s)	Actual Dlg %	Age Adjusted CLD Dlg %	% of CLD Dlg % (Avg=100)
HELOC	64	3,305	0.00	0.24	0.0	HELOC	64	3,305	0.00	0.24	0.0
BOND	0	0	0.00	0.00	NA	BOND	0	0	0.00	0.00	NA

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8511 Fallbrook Ave Flr 3, West Hills, CA 91304 (818) 316-8000 Fax (818) 316-8712

April 15, 2004

Cary Reines
Sr. Vice President
Mason Dixon Funding
700 King Farm Blvd., Suite 150
Rockville, MD 20850-5736

5/21/04

Dear Mr. Reines:

As an incentive to increase the amount of monthly production with Countrywide Home Loans, Inc., Correspondent Lending Division ("Countrywide"), we are pleased to offer to Mason Dixon Funding the following volume incentive. If Mason Dixon Funding funds with Countrywide a minimum of \$25,000,000 in loan production per quarter the following rebate terms shall apply:

- Countrywide will pay Mason Dixon Funding a quarterly volume incentive of .05% on all Conventional loans (see Exhibit A, attached) purchased by Countrywide.
- Countrywide will pay Mason Dixon Funding a quarterly volume incentive of .35% on all Expanded loans (see Exhibit A, attached) purchased by Countrywide.

This contract will begin on March 1, 2004 and end on May 31, 2004. This incentive agreement shall be of no force or effect unless it is signed by Seller and returned to Countrywide on or before April 23, 2004.

Either party shall have the right to terminate this agreement on thirty days prior written notice to the other party; however, should Mason Dixon Funding breach any terms or conditions of the LPA, or the Guide, Countrywide may terminate this Volume Incentive offer without notice to Mason Dixon Funding. Any bonus earned under this contract will be paid 30 days following the end of the quarter.

We look forward to a mutually beneficial and prosperous relationship.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael B. Quinn".

Michael B. Quinn
Senior Vice President

Mason Dixon Funding

By: A handwritten signature in black ink, appearing to read "Countrywide".

Date: April 21, 2004

cc: Joseph Kresser, Bridget Williams

EXHIBIT A

Conventional Programs to Receive Rebate

Conf Fixed

Conf 10
 Conf 15
 Conf 15 Afford Gold 97
 Conf 15 Alt 97
 Conf 15 CalSTRS No Points & Fees
 Conf 15 eEasy Rate Reduction
 Conf 15 Exp Appr'l Level 1
 Conf 15 Exp Appr'l Level 2
 Conf 15 Exp Appr'l Level 3
 Conf 15 eZ Access
 Conf 15 Fast-Easy
 Conf 15 FHLMC 100
 Conf 15 Flex 100
 Conf 15 Flex 97
 Conf 15 Rate Reduc Rew'd Level 2
 Conf 15 Rate Reduc Rew'd Level 3
 Conf 20
 Conf 20 Afford Gold 97
 Conf 20 Alt 97
 Conf 20 Fast-Easy
 Conf 20 FHLMC 100
 Conf 20 Flex 97
 Conf 30
 Conf 30 Afford Gold 97
 Conf 30 Alt 97
 Conf 30 CalSTRS No Points & Fees
 Conf 30 eEasy Rate Reduction
 Conf 30 Exp Appr'l Level 1
 Conf 30 Exp Appr'l Level 2
 Conf 30 Exp Appr'l Level 3
 Conf 30 eZ Access
 Conf 30 Fast-Easy
 Conf 30 Fast-Easy Interest First (10/20)
 Conf 30 Fast-Easy Prepay
 Conf 30 FHLMC 100
 Conf 30 Flex 100
 Conf 30 Flex 97
 Conf 30 FNMA MyCommunity 100 Plus
 Conf 30 Interest First (10/20)
 Conf 30 Interest First (15/15)
 Conf 30 Prepay
 Conf 30 Rate Reduc Rew'd Level 2
 Conf 30 Rate Reduc Rew'd Level 3
 Conf 30 Rural Housing
 Conf 30 Rural Housing Direct Leverage
 Conf 30 Self Help
 Conf 30/ 5 Balloon
 Conf 30/ 7 Balloon

Conf FixedPeriod ARM

Conf ARM 3/1 - 1y LIB
 Conf ARM 3/1 Fast-Easy - 1y LIB
 Conf ARM 3/1 Fast-Easy Int First - 1y LIB
 Conf ARM 3/1 Fast-Easy Prepay 1yLIB
 Conf ARM 3/1 Fast-Easy Prepay UST
 Conf ARM 3/1 Fast-Easy UST
 Conf ARM 3/1 Negotiated Caps UST
 Conf ARM 3/1 Prepay - 1y LIB
 Conf ARM 3/1 Prepay UST
 Conf ARM 3/1 UST
 Conf ARM 3/1 w/2-2-5 Caps UST
 Conf ARM 5/1 2-2-6Caps Fast-Easy Prepay UST
 Conf ARM 5/1 2-2-6Caps Fast-Easy Prepay1yLIB
 Conf ARM 5/1 w/2-2-6 Caps - 1y LIB
 Conf ARM 5/1 w/2-2-6 Caps Fast-Easy - 1y LIB
 Conf ARM 5/1 w/2-2-6 Caps Fast-Easy UST
 Conf ARM 5/1 w/2-2-6 Caps Int First - 1y LIB
 Conf ARM 5/1 w/2-2-6 Caps Prepay - 1y LIB
 Conf ARM 5/1 w/2-2-6 Caps Prepay UST
 Conf ARM 5/1 w/2-2-6 Caps UST
 Conf ARM 5/1 w/5-2-5 Caps - 1y LIB
 Conf ARM 5/1 w/5-2-5 Caps Fast-Easy - 1y LIB
 Conf ARM 5/1 w/5-2-5 Caps FE Int First 1yLIB
 Conf ARM 5/1 w/5-2-5 Caps Prepay - 1y LIB
 Conf ARM 5/1 w/5-2-5 Caps UST
 Conf ARM 7/1 - 1y LIB
 Conf ARM 7/1 Fast-Easy - 1y LIB
 Conf ARM 7/1 Fast-Easy Int First - 1y LIB
 Conf ARM 7/1 Fast-Easy Prepay 1yLIB
 Conf ARM 7/1 Fast-Easy Prepay UST
 Conf ARM 7/1 Fast-Easy UST
 Conf ARM 7/1 Interest First - 1y LIB
 Conf ARM 7/1 Prepay - 1y LIB
 Conf ARM 7/1 Prepay UST
 Conf ARM 7/1 UST
 Conf ARM 10/1 - 1y LIB
 Conf ARM 10/1 Fast-Easy - 1y LIB
 Conf ARM 10/1 Fast-Easy Int First - 1y LIB
 Conf ARM 10/1 Fast-Easy UST
 Conf ARM 10/1 Interest First - 1y LIB
 Conf ARM 10/1 Prepay - 1y LIB
 Conf ARM 10/1 Prepay UST
 Conf ARM 10/1 UST

EXHIBIT A
Conventional Programs to Receive Rebate

Non Conf Fixed

NonConf 10
NonConf 15
NonConf 15 Fast-Easy
NonConf 20
NonConf 20 Fast-Easy
NonConf 30
NonConf 30 Fast-Easy
NonConf 30 Fast-Easy Interest Only (10/20)
NonConf 30 Fast-Easy Prepay
NonConf 30 Housing Finance Agency
NonConf 30 Interest Only (10/20)
NonConf 30 Interest Only (10/20) Prepay
NonConf 30 Prepay

NonConf FixedPer ARM

NonConf ARM 3/1 - 1y LIB
NonConf ARM 3/1 Fast-Easy - 1y LIB
NonConf ARM 3/1 Fast-Easy IO - 1y LIB
NonConf ARM 3/1 Interest Only - 1y LIB
NonConf ARM 3/1 Prepay - 1y LIB
NonConf ARM 3/1 Prepay UST
NonConf ARM 3/1 UST
NonConf ARM 3/1 w/2-2-5 Caps UST
NonConf ARM 5/1 - 1y LIB
NonConf ARM 5/1 Fast-Easy - 1y LIB
NonConf ARM 5/1 Fast-Easy IO - 1y LIB
NonConf ARM 5/1 Interest Only - 1y LIB
NonConf ARM 5/1 Prepay - 1y LIB
NonConf ARM 5/1 Prepay UST
NonConf ARM 5/1 UST
NonConf ARM 5/1 w/2-2-5 Caps UST
NonConf ARM 7/1 - 1y LIB
NonConf ARM 7/1 Fast-Easy - 1y LIB
NonConf ARM 7/1 Fast-Easy IO - 1y LIB
NonConf ARM 7/1 Interest Only - 1y LIB
NonConf ARM 7/1 UST
NonConf ARM 7/1 w/2-2-5 Caps UST
NonConf ARM 10/1 - 1y LIB
NonConf ARM 10/1 Fast-Easy - 1y LIB
NonConf ARM 10/1 Fast-Easy IO - 1y LIB
NonConf ARM 10/1 Interest Only - 1y LIB
NonConf ARM 10/1 UST
NonConf ARM 10/1 w/2-2-5 Caps UST

EXHIBIT A
Expanded Programs to Receive Rebate

Conf Exp

Conf Exp Criteria 15
Conf Exp Criteria 30
Conf Exp Criteria 30 Prepay

Non Conf Exp ARM

NonConf Exp Criteria ARM 5/1 - 1y LIB
NonConf Exp Criteria ARM 1y LIB
NonConf Exp Criteria ARM 1y UST (Plan 4)

Exp ARM

Exp Criteria ARM 3/1 - 1y LIB
Exp Criteria ARM 3/1 Interest Only - 1y LIB
Exp Criteria ARM 3/1 Prepay - 1y LIB
Exp Criteria ARM 3/1 Prepay IO - 1y LIB
Exp Criteria ARM 3/1 UST
Exp Criteria ARM 5/1 - 1y LIB
Exp Criteria ARM 5/1 Interest Only - 1y LIB
Exp Criteria ARM 5/1 Prepay - 1y LIB
Exp Criteria ARM 5/1 Prepay IO - 1y LIB
Exp Criteria ARM 5/1 UST
Exp Criteria ARM 7/1 - 1y LIB
Exp Criteria ARM 7/1 Interest Only - 1y LIB
Exp Criteria ARM 7/1 Prepay IO - 1y LIB
Exp Criteria ARM 7/1 UST
Exp Criteria ARM 10/1 - 1y LIB
Exp Criteria ARM 10/1 Interest Only - 1y LIB
Exp Criteria ARM 10/1 Prepay IO - 1y LIB
Exp Criteria ARM 10/1 UST

Non Conf Exp Fixed

NonConf Exp Criteria 15
NonConf Exp Criteria 15 SISA
NonConf Exp Criteria 30
NonConf Exp Criteria 30 Prepay
NonConf Exp Criteria 30 SISA
NonConf Exp Criteria 30 SISA Prepay



August 27, 2002

Paula Rieckermann
Senior Business Analyst
Lender Evaluation Department
Countrywide Home Loans, Inc.
8511 Fallbrook Avenue MS: WH-51K
West Hills, California 91304

Via Fax: 818.316.8881

Re: #5592

Dear Ms. Rieckerman:

Please accept this letter as a formal request to be have the following individuals released from all Personal Guarantees in connection with an Agreement dated 6/23/99 between Mason Dixon Funding, Inc. and Countrywide Home Loans, Inc:

- Walter H. Magruder Jr., Kenneth Kasnoff, Richard W. Guber, and Cary Reines

I would appreciate if you could send me a letter formalizing this release. Thank you in advance for your cooperation in this matter.

Sincerely,

A handwritten signature in black ink that reads "Richard W. Guber". The signature is fluid and cursive, with "Richard" on the top line and "W. Guber" on the bottom line.

Richard W. Guber
Executive Vice President

chlguaranteerelease

Licensed Mortgage Bankers Serving Maryland, Virginia, Delaware, North Carolina and the District of Columbia
A Member of the Magruder Companies Established 1969

"We deliver mortgage solutions"

CHL051311

RELEASE OF GUARANTEE

Reference is hereby made to that certain Guarantee, dated June 23, 1999, by and among Countrywide Home Loans, Inc. ("Countrywide") and Walter H. Magruder Jr., Kenneth Kasnet, Richard W. Guber, Cary Reines ("Guarantors").

Pursuant to Paragraph 18 of the Addendum, Countrywide hereby releases Guarantor from any and all rights, liabilities and obligations under the Guarantee and that certain Loan Purchase Agreement, dated June 23, 1999 and originally entered into by and between Countrywide and Mason Dixon Funding, Inc. ("Correspondent"), including all the Commitments, Amendments, Addenda, and Assignments thereto (collectively, the "Loan Purchase Agreement"). It is expressly agreed and understood by and among all parties to the Guarantee that Countrywide's release of Guarantor is conditioned upon its receipt of the fully executed Release of Guarantee enclosed herewith, and Countrywide's release of Guarantor is made in reliance upon the representations of Correspondent as set forth in that certain letter from Correspondent to Countrywide, dated August 27, 2002.

Correspondent and Guarantor further agree that, in connection with the foregoing, Countrywide shall have the right, upon reasonable notice and no more than four in any twelve month period, to conduct an independent audit or review of Correspondent, including volume projections, during Correspondent's normal business hours.

It is expressly understood that this release does not in any way affect any of Correspondent's rights, liabilities or obligations under, or any of the terms and conditions of, the Loan Purchase Agreement. Except as expressly set forth herein, all terms and conditions of the Loan Purchase Agreement shall remain in full force and effect.

ACKNOWLEDGED AND AGREED TO AS OF THE DATE ABOVE FIRST WRITTEN:

(Correspondent): Mason Dixon Funding, Inc.

By:

Walter H. Magruder, JR.

By:

Kenneth Kasnet

By:

Richard W. Guber

By:

Cary Reines

Countrywide Home Loans:

By: _____

Its: _____



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8511 Fallbrook Ave Fir 3, West Hills, CA 91304 (818) 316-8000 Fax (818) 316-8712

August 17, 2004

Mr. Steve Hultquist
Aegis Mortgage Corp.
3250 Briarpark, Ste. 400
Houston, TX 77042

Dear Mr. Hultquist,

As an incentive to help your expansion of our Specialty ARM product line, Countrywide Home Loans, Inc., Correspondent Lending Division ("Countrywide") is pleased to offer to Aegis Mortgage Corp. the following supplemental pricing. This incentive replaces the incentive dated August 12, 2004.

- Countrywide will pay Aegis Mortgage Corp. a monthly volume incentive of .25% on all NonConf ARM 1m COFI PayOption, NonConf ARM 1m COFI PayOption Prepay, NonConf ARM 1m MTA PayOption, NonConf ARM 1m MTA PayOption Prepay, NonConf ARM 3m COFI PayOption, NonConf ARM 3m COFI PayOption Prepay, NonConf ARM 3m MTA PayOption, and NonConf ARM 3m MTA PayOption Prepay loans purchased by Countrywide during the term of this agreement.
- Countrywide will pay Aegis Mortgage Corp. a monthly volume incentive of .50% on all NonConf ARM 1m LIB PayOption, NonConf ARM 1m LIB PayOption Prepay, NonConf ARM 3m LIB PayOption, and NonConf ARM 3m LIB PayOption Prepay loans purchased by Countrywide during the term of this agreement.

This contract will begin on August 1, 2004 and end on December 31, 2004. This incentive agreement shall be of no force or effect unless it is signed by Aegis Mortgage Corp. and returned to Countrywide on or before August 27, 2004.

Either party shall have the right to terminate this agreement on thirty days prior written notice to the other party; however, should Aegis Mortgage Corp. breach any terms or conditions of the Loan Purchase Agreement, or the Guide, Countrywide may terminate this Volume Incentive offer without notice to Aegis Mortgage Corp. Any bonus earned under this contract will be paid 30 days following the end of the month.

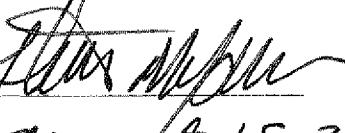
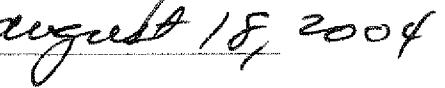
We look forward to a mutually beneficial and prosperous relationship.

Sincerely,


Michael B. Quinn
Senior Vice President

cc: Rex Adams, Abbie Tidmore

Aegis Mortgage Corp.

By: 
Date:  August 18, 2004



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8511 Fallbrook Ave Flr 3, West Hills, CA 91304 (818) 316-8000 Fax (818) 316-8712

August 12, 2004

Mr. Steve Hultquist
Aegis Mortgage Corp.
3250 Briarpark, Ste. 400
Houston, TX 77042

Dear Mr. Hultquist,

As an incentive to help your expansion of our Specialty ARM product line, Countrywide Home Loans, Inc., Correspondent Lending Division ("Countrywide") is pleased to offer to Aegis Mortgage Corp. the following supplemental pricing:

- Countrywide will pay Aegis Mortgage Corp. a monthly volume incentive of .125% on all NonConf ARM 1m COFI PayOption, NonConf ARM 1m COFI PayOption Prepay, NonConf ARM 1m MTA PayOption, and NonConf ARM 1m MTA PayOption Prepay loans purchased by Countrywide during the term of this agreement.
- Countrywide will pay Aegis Mortgage Corp. a monthly volume incentive of .25% on all NonConf ARM 3m COFI PayOption, NonConf ARM 3m COFI PayOption Prepay, NonConf ARM 3m MTA PayOption, and NonConf ARM 3m MTA PayOption Prepay loans purchased by Countrywide during the term of this agreement.
- Countrywide will pay Aegis Mortgage Corp. a monthly volume incentive of .375 on all NonConf ARM 1m LIB PayOption, NonConf ARM 1m LIB PayOption Prepay, NonConf ARM 3m LIB PayOption, and NonConf ARM 3m LIB PayOption Prepay loans purchased by Countrywide during the term of this agreement.

This contract will begin on August 1, 2004 and end on December 31, 2004. This incentive agreement shall be of no force or effect unless it is signed by Aegis Mortgage Corp. and returned to Countrywide on or before August 23, 2004.

Either party shall have the right to terminate this agreement on thirty days prior written notice to the other party; however, should Aegis Mortgage Corp. breach any terms or conditions of the Loan Purchase Agreement, or the Guide, Countrywide may terminate this Volume Incentive offer without notice to Aegis Mortgage Corp. Any bonus earned under this contract will be paid 30 days following the end of the quarter.

We look forward to a mutually beneficial and prosperous relationship.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael B. Quinn".

Michael B. Quinn
Senior Vice President

cc: Rex Adams, Abbie Tidmore

Aegis Mortgage Corp.

By: A handwritten signature in black ink, appearing to read "Michael B. Quinn".

Date: A handwritten signature in black ink, appearing to read "8/13/04".



2591

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8511 Fallbrook Ave Flr 3, West Hills, CA 91304 (818) 316-8000 Fax (818) 316-8712

August 11, 2004

Mr. Tim Miller
 Resource Bank
 2901 South Lynnhaven Rd.
 Suite 240
 Virginia Beach, VA 23452

Dear Mr. Miller,

As an incentive to increase the amount of monthly production with Countrywide Home Loans, Inc., Correspondent Lending Division ("Countrywide"), we are pleased to offer to Resource Bank the following supplemental pricing:

- If Resource Bank fund with Countrywide a minimum of \$2,000,000 and up to \$10,000,000 per month of NonConf ARM 1m LIB PayOption and NonConf ARM 3m LIB PayOption loans, Countrywide will pay Resource Bank a volume incentive of .25% on all NonConf ARM 1m LIB PayOption and NonConf ARM 3m LIB PayOption loans purchased by Countrywide.
- If Resource Bank fund with Countrywide a minimum of \$10,000,000 per month of NonConf ARM 1m LIB PayOption and NonConf ARM 3m LIB PayOption loans, Countrywide will pay Resource Bank a volume incentive of .375% on all NonConf ARM 1m LIB PayOption and NonConf ARM 3m LIB PayOption loans purchased by Countrywide.

This contract will begin on September 1, 2004 and end on November 30, 2004. This incentive agreement shall be of no force or effect unless it is signed by Resource Bank and returned to Countrywide on or before August 20, 2004.

Either party shall have the right to terminate this agreement on thirty days prior written notice to the other party; however, should Resource Bank breach any terms or conditions of the Loan Purchase Agreement, or the Guide, Countrywide may terminate this Volume Incentive offer without notice to Resource Bank. Any bonus earned under this contract will be paid 30 days following the end of each month.

We look forward to a mutually beneficial and prosperous relationship.

Sincerely,

Michael B. Quinn
 Senior Vice President

cc: Joseph Kresser
 Bridget Williams
 Pete Tamoney

Resource Bank

By:

Date:

Tim Miller
 8/20/04

CHL053399



Individual Needs. Individual Solutions.™

8511 Fallbrook Ave Flr 3, West Hills, CA 91304 (818) 316-8000 Fax (818) 316-8712

August 11, 2004

Mr. Tim Miller
Resource Bank
2901 South Lynnhaven Rd.
Suite 240
Virginia Beach, VA 23452

Dear Mr. Miller,

As an incentive to increase the amount of monthly production with Countrywide Home Loans, Inc., Correspondent Lending Division ("Countrywide"), we are pleased to offer to Resource Bank the following supplemental pricing:

- If Resource Bank fund with Countrywide a minimum of \$2,000,000 and up to \$10,000,000 per month of NonConf ARM 1m LIB PayOption and NonConf ARM 3m LIB PayOption loans, Countrywide will pay Resource Bank a volume incentive of .25% on all NonConf ARM 1m LIB PayOption and NonConf ARM 3m LIB PayOption loans purchased by Countrywide.
- If Resource Bank fund with Countrywide a minimum of \$10,000,000 per month of NonConf ARM 1m LIB PayOption and NonConf ARM 3m LIB PayOption loans, Countrywide will pay Resource Bank a volume incentive of .375% on all NonConf ARM 1m LIB PayOption and NonConf ARM 3m LIB PayOption loans purchased by Countrywide.

This contract will begin on September 1, 2004 and end on November 30, 2004. This incentive agreement shall be of no force or effect unless it is signed by Resource Bank and returned to Countrywide on or before August 20, 2004.

Either party shall have the right to terminate this agreement on thirty days prior written notice to the other party; however, should Resource Bank breach any terms or conditions of the Loan Purchase Agreement, or the Guide, Countrywide may terminate this Volume Incentive offer without notice to Resource Bank. Any bonus earned under this contract will be paid 30 days following the end of each month.

We look forward to a mutually beneficial and prosperous relationship.

Sincerely,

A handwritten signature in black ink, appearing to read 'Michael B. Quinn'.

Michael B. Quinn
Senior Vice President

cc: Joseph Kresser
Bridget Williams
Pete Tamoney

Resource Bank

By:

Date:

A handwritten signature in black ink, appearing to read 'Michael B. Quinn, VP'. Below the signature is the date '8/20/04' written in a cursive style.



Individual Needs. Individual Solutions.™

August 11, 2004

Mr. Tim Miller
Resource Bank
2901 South Lynnhaven Rd.
Suite 240
Virginia Beach, VA 23452

Dear Mr. Miller:

We are pleased to offer you the enclosed volume incentive. Please sign both agreements, keep a fully executed original for your records and return the other fully executed original to me with the enclosed return slip.

Should you have any questions or concerns, please feel free to call me at 1-800-669-6680 ext. 7490.

Sincerely,

A handwritten signature in black ink that appears to read "Sharon Masters".

Sharon Masters
Countrywide Correspondent Lending

Bank of America Home Loans

225 W. Hillcrest Dr, Thousand Oaks CA 91360

805.381.4000

Fax. 805.381.6126

October 13 2010

Seller # 6065

Simonich Corporation
3130 Crow Canyon Place, Suite 170
San Ramon CA 94583

Client Loan Status Tracking Program: Participation Agreement

Dear **Simonich Corporation**:

We are pleased to offer **Simonich Corporation** ("Client") the opportunity to participate in the Bank of America Correspondent Lending Client Loan Status Tracking Program ("Program"). As a Program participant, you are eligible to receive incentive payments, discussed below, for eligible, funded loans sold to Bank of America Correspondent Lending. To participate in the Program and receive incentive payments, you must execute and return this agreement ("Agreement") and comply with the terms set forth below.

Program Participation Period: Beginning two business days after Correspondent Lending receives this executed agreement and ending one week after written notice has been given by Bank of America or Client ("Opt-In Period").

Loans must be locked and tracked throughout the Opt-In Period and purchased by Bank of America no later than sixty (60) days after the last day in which the loan was included in the Opt-In Period.

If Client fails to comply with the Client Loan Status Program Requirements (Page 2) for any week, Bank of America may, at its option, immediately terminate by written notice Client's participation in the Program.

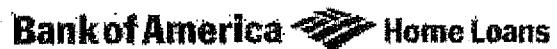
Eligible Loan Programs: All Correspondent Lending Loan Programs except Bond and CalSTRS.

Eligible Delivery Method: **Best Effort Commitments only.** Neither Mandatory, nor AQT/DT, nor Negotiated commitments are eligible delivery methods for the Program.

Incentive Amount: **0.10% - 10 basis points ("Incentive")**

Standard fees will apply per the Bank of America Correspondent Lending Client Guide ("Guide") and Loan Purchase Agreement ("LPA"). If an early payoff (as defined in the Guide or LPA) or a repurchase occurs with respect to any loan for which an incentive was paid, such incentive will be considered part of the total premium paid on the loan for purposes of determining the premium capture or repurchase price for the loan.

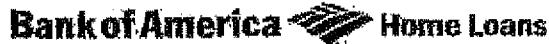
Payment of Incentive: Only those eligible loans locked during the Opt-In Period and in accordance with the requirements of this Program will be subject to the incentive. Incentive to be paid within forty (45) days following each calendar month of Incentive Period.



Client Loan Status Program Requirements

1. Client must use the Best Effort Commitment Management Report on CL web to provide client loan status updates.
2. Client is expected update at least sixty percent (60%) of their current Best Effort commitment pipeline on a weekly basis.
3. Client Loan Statuses are defined as:

Client Loan Status	Definition
Locked	Client locked their loan as a BE commitment.
Appraisal Received	Client received the appraisal from the appraiser.
U/W Submitted	Client submitted the loan to underwriting.
U/W Approved w/ Conditions	Underwriting decision has been approved with conditions.
U/W Approved	Underwriting decision has been approved with no conditions.
Docs Drawn	Client has drawn the loan docs.
Docs Back	Client has received docs back from the borrower.
Funded	Client has funded the loan and is in the process of delivering to Bank of America.
Canceled	Client has canceled their loan and will not be delivering the loan to Bank of America.



General Terms and Conditions

1. Incentive will begin two business day after this Agreement is executed and returned to:

Correspondent Lending – Lender Approval Office
FL1-908-01-17
4909 Savarese Circle
Tampa, FL 33694

-or-

Executed Image Copy To: stacy.folkt@bankofamerica.com

2. All loan sales will be in accordance with and subject to the Correspondent Loan Purchase Agreement with Bank of America, the Guide and any Commitment(s) applicable to the loans. If there is any conflict between the terms of this Agreement and the terms of the LPA, Guide or other Commitment(s) applicable to the loans, the LPA, Guide and additional Commitments shall control.
3. If accepted, the Incentive paid under the Program is in addition to any prior loan sale incentive programs between Client and Bank of America.
4. In addition to any other termination rights, Bank of America may immediately terminate Client's participation in the Program upon a default or breach by Client of any agreement with Bank of America, including, without limitation, the Correspondent Loan Purchase Agreement or any Commitment(s) applicable to the loans.
5. Whether accepted or not, this Agreement, and any related exhibits and attachments, are confidential and may not be disclosed to any third party without the prior consent of Bank of America.
6. The offer to participate in the Program will expire unless Client returns the executed Agreement in the manner set forth above with seven (7) calendar days of Client receiving the Agreement.

We thank you for participating in this Program and look forward to a mutually beneficial and prosperous relationship.

Sincerely,

Bank of America, N.A.

By: Jennifer L. Norris
Jennifer L. Norris
SVP, Credit Risk Executive
Date: 10/20/2010

Simonich Corporation

By: Jeff Simon
Date: 10/18/10



3889

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8511 Fallbrook Avenue, West Hills, CA 91304

(800) 316-8000 Fax (818) 316-8712

March 9, 2004

Mr. Larry Bruno
Mortgage Line Financial Corp.
585 Merrick Road
Lynbrook, NY 11563

Dear Mr. Bruno:

As an incentive to increase the amount of production with Countrywide Home Loans, Inc., Correspondent Lending Division ("Countrywide"), we are pleased to offer to Mortgage Line Financial the following volume rebate:

- Should Mortgage Line Financial fund a minimum of \$4 million of any type of loans per month, Countrywide will rebate 0.25% (25 Basis Points) on the total amount of loans funded within the rebate period.

This contract will begin on March 1, 2004 and end on June 30, 2004. This incentive agreement shall be of no force or effect unless it is signed by Seller and returned to Countrywide on or before March 30, 2004.

Either party shall have the right to terminate this agreement on thirty days prior written notice to the other party; however, should Mortgage Line Financial breach any terms or conditions of the LPA, or the Guide, Countrywide may terminate this Volume Incentive offer without notice to Mortgage Line Financial. Any bonus earned under this contract will be paid 30 days following the end of each month.

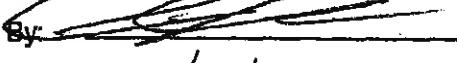
We look forward to a prosperous and mutually beneficial partnership.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Quinn".

Mike Quinn
Senior Vice President

Mortgage Line Financial Corp.

By: A handwritten signature in black ink, appearing to read "Mike Quinn".

Date: 3/25/04

cc: Joseph Kresser
Karen Allison

CHL051652



3889

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8511 Fallbrook Ave Flr 3, West Hills, CA 91304 (818) 316-8000 Fax (818) 316-8712

September 15, 2004

Mr. Keith Durand
Mortgage Line Financial Corp.
585 Merrick Rd.
Lynbrook, NY 11563

Dear Mr. Durand,

As an incentive to help your expansion of our Specialty ARM product line, Countrywide Home Loans, Inc., Correspondent Lending Division ("Countrywide") is pleased to offer to Mortgage Line Financial Corp. the following supplemental pricing. This replaces the incentive agreement dated August 11, 2004.

- Countrywide will pay Mortgage Line Financial Corp. a volume incentive of .25% on all NonConf ARM 1m LIB PayOption and NonConf ARM 3m LIB PayOption loans purchased by Countrywide.
- The maximum total price paid, including but not limited to the volume rebate or special pricing shall not exceed 103.00.

This contract will be effective for loans locked with Countrywide from September 1, 2004 through November 30, 2004. The bonus will be paid no later than 30 days after all loans meeting the above criteria have been purchased by Countrywide. This incentive agreement shall be of no force or effect unless it is signed by Mortgage Line Financial Corp. and returned to Countrywide on or before September 22, 2004.

Either party shall have the right to terminate this agreement on thirty days prior written notice to the other party; however, should Mortgage Line Financial Corp. breach any terms or conditions of the Loan Purchase Agreement, or the Guide, Countrywide may terminate this Volume Incentive offer without notice to Mortgage Line Financial Corp. Any bonus earned under this contract will be paid 30 days following the end of this agreement.

We look forward to a mutually beneficial and prosperous relationship.

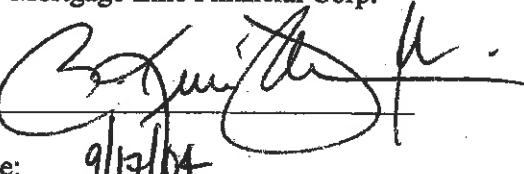
Sincerely,


Michael B. Quinn
Senior Vice President

Mortgage Line Financial Corp.

By:

Date:


9/17/04

cc: Joseph Kresser
Karen Allison
Georganne DeGennaro

CHL051595



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8511 Fallbrook Ave Flr 3, West Hills, CA 91304 (818) 316-8000 Fax (818) 316-8712

August 24, 2004

Mr. Keith Durand
 Mortgage Line Financial Corp.
 585 Merrick Rd.
 Lynbrook, NY 11563

Dear Mr. Durand,

As an incentive to help your expansion of our Specialty ARM product line, Countrywide Home Loans, Inc., Correspondent Lending Division ("Countrywide") is pleased to offer to Mortgage Line Financial Corp. the following supplemental pricing. This replaces the incentive agreement dated August 11, 2004.

- If Mortgage Line Financial Corp. funds with Countrywide \$4,000,000 of NonConf ARM 1m LIB PayOption and NonConf ARM 3m LIB PayOption loans during the term of this agreement, Countrywide will pay Mortgage Line Financial Corp. a volume incentive of .25% on all NonConf ARM 1m LIB PayOption and NonConf ARM 3m LIB PayOption loans purchased by Countrywide.
- The maximum total price paid, including but not limited to the volume rebate or special pricing shall not exceed 103.00.

This contract will be effective for loans locked with Countrywide from September 1, 2004 through November 30, 2004. The bonus will be paid no later than 30 days after all loans meeting the above criteria have been purchased by Countrywide. This incentive agreement shall be of no force or effect unless it is signed by Mortgage Line Financial Corp. and returned to Countrywide on or before August 31, 2004.

Either party shall have the right to terminate this agreement on thirty days prior written notice to the other party; however, should Mortgage Line Financial Corp. breach any terms or conditions of the Loan Purchase Agreement, or the Guide, Countrywide may terminate this Volume Incentive offer without notice to Mortgage Line Financial Corp. Any bonus earned under this contract will be paid 30 days following the end of this agreement.

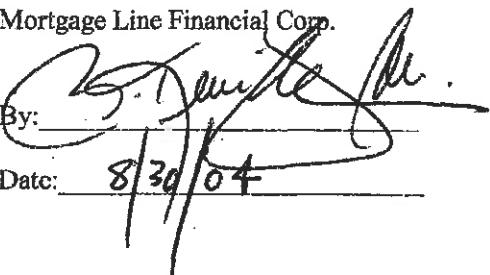
We look forward to a mutually beneficial and prosperous relationship.

Sincerely,


 Michael B. Quinn
 Senior Vice President

cc: Joseph Kresser
 Karen Allison

Mortgage Line Financial Corp.

By: 

Date: 8/30/04

CHL051596



3889

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8511 Fallbrook Avenue, West Hills, CA 91304

(800) 316-8000 Fax (818) 316-8712

June 21, 2004

Mr. Keith Durand
Mortgage Line Financial Corp.
585 Merrick Road
Lynbrook, NY 11563

Dear Mr. Durand:

As an incentive to increase the amount of production with Countrywide Home Loans, Inc., Correspondent Lending Division ("Countrywide"), we are pleased to offer to Mortgage Line Financial the following volume rebate:

- Should Mortgage Line Financial fund a minimum of \$4 million of any type of loans per month, Countrywide will rebate 0.25% (25 Basis Points) on the total amount of loans funded within the rebate period.

This contract will begin on July 1, 2004 and end on September 30, 2004. This incentive agreement shall be of no force or effect unless it is signed by Seller and returned to Countrywide on or before June 29, 2004.

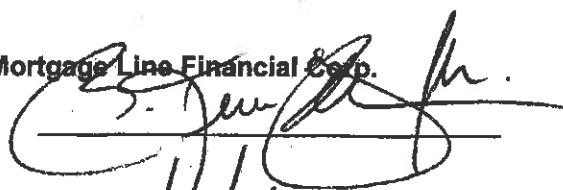
Either party shall have the right to terminate this agreement on thirty days prior written notice to the other party; however, should Mortgage Line Financial breach any terms or conditions of the LPA, or the Guide, Countrywide may terminate this Volume Incentive offer without notice to Mortgage Line Financial. Any bonus earned under this contract will be paid 30 days following the end of each month.

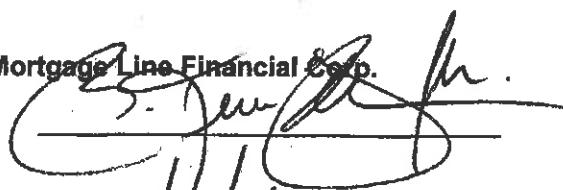
We look forward to a prosperous and mutually beneficial partnership.

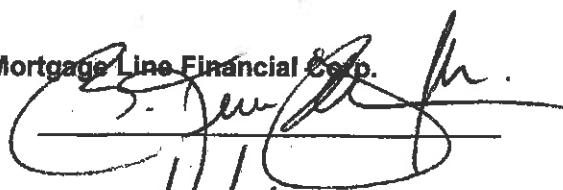
Sincerely,


Mike Quinn
Senior Vice President

cc: Joseph Kresser
Karen Allison


Mortgage Line Financial Corp.

By: 

Date:  6/23/04